

## **PART 16 — TYPES OF CONTRACTS**

### **TABLE OF CONTENTS**

#### **SUBPART 16.5 — INDEFINITE-DELIVERY CONTRACTS**

16.504 Indefinite-quantity contracts.

16.505 Ordering

#### **SUBPART 16.6 — TIME-AND-MATERIALS, LABOR-HOUR, AND LETTER CONTRACTS**

16.603 Letter contracts.

16.603-3 Limitations.

## ENGINEER FAR SUPPLEMENT (EFARS)

### PART 16 — TYPES OF CONTRACTS

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#### SUBPART 16.5 — INDEFINITE-DELIVERY CONTRACTS

##### 16.504 Indefinite-quantity contracts.

(a)(1) Each indefinite quantity contract shall require the Government to order supplies or services priced at:

(i) Two percent of the stated maximum for the base period or \$500,000, whichever is less, and

(ii) For any option period that is exercised, 1 percent of the stated maximum or \$250,000, whichever is less.

(c)(1)(S-100) For Job Order Contracts and contracts for A-E services, the circumstances described in FAR 16.504 (c)(ii), (iii) and (iv) usually apply. Therefore multiple awards should not ordinarily be used. If used, there must be a reasonable expectation of sufficient work to require more than one contract. The contracting officer shall document any decision to use multiple awards in acquisition plans and strategy required by EFARS 7.103. For multiple awards involving A-E contracts, see 36.601-3-90(b).

##### 16.505 Ordering.

(a)(4) See 36.601-3-90(g) for A-E contracts.

(b)(1) See 36.601-3-90(h) for A-E contracts

(4) Each indefinite delivery contract resulting from a multiple award shall include a statement substantially as follows:

“(i) More than one contract is being awarded for the same services (supplies) as this contract. Each contractor will be afforded a fair opportunity to be considered for each task (delivery) order in excess of \$2,500.

(ii) The contracting officer will consider the following factors when awarding a task (delivery) order:

(iii) If the contractor believes it was not fairly considered for a particular task (delivery) order, the contractor may present the matter to the contracting officer. The contractor may appeal the explanation or

decision of the contracting officer to the USACE Ombudsman, who is the USACE PARC, at the following address: Headquarters, U.S. Army Corps of Engineers, Attention: CEPR-P (USACE Ombudsman), 20 Massachusetts Avenue N.W., Washington, D.C. 20314-1000. The ombudsman will review the contractor's complaint, and in coordination with the contracting officer, ensure that the contractor was afforded a fair opportunity to be considered for the task (delivery) order.”

#### SUBPART 16.6 — TIME-AND-MATERIALS, LABOR-HOUR, AND LETTER CONTRACTS

##### 16.603 Letter contracts.

##### 16.603-3 Limitations.

For application to emergency/disaster situations see EFARS 17.74.